





IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

POWER OF ATTORNEY (Assignee to Exclusion of Inventor)	Application SC/File No.	09/769,848
	Filing Date	01/25/2001
	First Named Inventor	Matthew David Alspaugh
	Group Art Unit	
	Examiner Name	
	Attorney Docket No.	WIRE01008US0

APPOINTMENT		37CFR§3.71
<input checked="" type="checkbox"/> The below-identified Assignee of record of the entire interest hereby appoints David E. Lovejoy, identified in the CORRESPONDENCE ADDRESS below, as its attorney to prosecute this application and transact all business in the United States Patent & Trademark Office connected therewith; said appointment to be to the exclusion of the inventor(s) and the inventor's(s') attorney(s) in accordance with the provisions of 37CFR§3.71.		
<input checked="" type="checkbox"/> Please direct all correspondence to the CORRESPONDENCE ADDRESS below.		
<input checked="" type="checkbox"/> STATEMENT UNDER 37 CFR. §3.73(b) certifying entire interest attached.		(sb96)
<input checked="" type="checkbox"/> Small Entity Claim Made for Assignee.		(z_del-sm_entityCFR)

CORRESPONDENCE ADDRESS		
Name/Reg. No./Address	Customer No.	Communication
David E. Lovejoy (Reg. No.:22,748) 4 Embarcadero Ctr., Suite 400 San Francisco, CA 94111-4156	21603 	Tel: (415) 362-3800 Fax: (415) 362-2928 e-mail:del@fdml.com

SIGNATURE OF ASSIGNEE OF RECORD	
Assignee Name:	Wireless, Inc.
Assignee Type (Corporation, Partnership, ...):	a Delaware corporation
Name Of Signor (type or print):	Mark Byington
Signor's Title (Corporate Office or Position):	Executive Vice President and Chief Operating Officer
Signature Date: March 8, 2001	Signature: 



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

STATEMENT UNDER
37 CFR 3.73(b)

(Filed With sb81, POA)

Patent/Application SC/File No.	09/769,848
Issuing/Filing Date	01/25/2001
First Named Inventor	Matthew David Alspaugh
Group Art Unit	
Examiner Name	
Attorney Docket No.	WIRE01008US0

STATEMENT

The below-identified Assignee of record states that it is:

<input checked="" type="checkbox"/> 1.	The assignee of the entire right, title, and interest; or
<input type="checkbox"/> 2.	An assignee of less than the entire right, title and interest. The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of:

A. ☒ Assignment Directly From Inventor(s) of patent application/patent identified above.

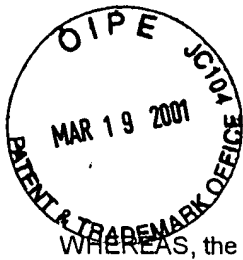
The assignment was recorded in the United States Patent and Trademark Office at Reel/Frame ____/____,
Number Of Pages____, or for which a copy thereof is attached.

AUTHORITY

The undersigned (whose title is supplied below) is authorized to act on behalf of and sign this certification on behalf of the Assignee.

SIGNATURE OF ASSIGNEE OF RECORD

Assignee Name:	Wireless, Inc.
Assignee Type (Corporation, Partnership, ...):	a Delaware corporation
Name Of Signor (type or print):	Mark Byington
Signor's Title (Corporate Office or Position):	Executive Vice President and Chief Operating Officer
Signature Date: March 8, 2001	Signature:



JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

Inventor(1)	
Name	Matthew David Alspaugh
Residence Address	995 South Gaylord Street, Denver, Colorado 80209, USA

and

Inventor(2)	
Name	Frank William Massa
Residence Address	53 Park Groton Place, San Jose, California 95136, USA

and

Inventor(3)	
Name	John Edward Wiese
Residence Address	8965 Melbourne Drive, Colorado Springs, Colorado 80920, USA

have invented certain new and useful improvements in:

ENVIRONMENTALLY-HARDENED ATM NETWORK

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

<input checked="" type="checkbox"/> For which the application for United States Patent was filed.	
Filed Date (mm/dd/yyyy):	01/25/2001
SC/Serial Number:	09/769,848

or

<input type="checkbox"/> For which the declaration or oath for the application for United States Patent was executed.	
Execution Date (mm/dd/yyyy):	

WHEREAS, the ASSIGNEE is a corporation which has the Name, is organized and exists under the laws of the State of Incorporation and has a principal Place of Business as follows:

ASSIGNEE	
Name:	Wireless Inc.
State of Incorporation:	Delaware
Place of Business:	5452 Betsy Ross Drive Santa Clara, California 95054-1101

WHEREAS the ASSIGNEE wants to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Each said Inventor hereby authorizes and requests the Commissioner for Patents to issue any and all of said patents in the United States to said Assignee, for Assignee's full use and enjoyment and for the use and enjoyment of Assignee's legal representatives and assigns, to the full end of the term for which said patents may be granted, as fully and entirely as the same would have been held by said Inventors had this Assignment not been made.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee.

(1) Matthew David Alspaugh
(Inventor(1)'s Signature)

State of Colorado

County of Denver

On 2/27/2001 before me, DEBORAH L. SEVOLD, PERSONAL BANKER,
(name and title of officer)

personally appeared Matthew David Alspaugh, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Deborah L. Sevard

My commission Expires 7/18/2001
COMMERCIAL FEDERAL BANK
750 SOUTH UNIVERSITY BLVD.
DENVER, CO 80209

(2) Frank W. Massa
(Inventor(2)'s Signature)

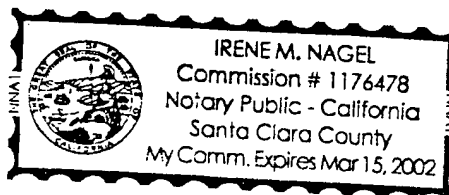
State of California
County of Santa Clara

On March 5, 2001 before me, Irene Nagel, Notary Public
(name and title of officer)

personally appeared Frank William Massa, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Irene Nagel



(3) John Edward Wiese
(Inventor(3)'s Signature)

State of Colorado
County of El Paso

On 2-26-2001 before me, Mary Ellen Koch, officer, U.S. Bank
(name and title of officer) Notary, State of CO

personally appeared John Edward Wiese, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Mary Ellen Koch

MY COMMISSION EXPIRES:
June 23, 2001

